



Information for Landlords Claiming Exemption 1, 2, 8, 9 or 10

As specified in the Administrative Rules, Portland Housing Bureau (PHB) waives the requirement that the Landlord submit a Relocation Exemption Application (REA) form to claim Exemptions 1, 2, 8, 9 or 10. PHB does not issue an Acknowledgment Letter for Exemptions 1, 2, 8, 9 or 10 and a Landlord is not required to provide a copy of an Acknowledgment Letter issued by PHB to the Tenant in order to claim Exemption 1, 2, 8, 9 or 10.

IMPORTANT: Exemption from obligation to pay Mandatory Renter Relocation Assistance as required under Portland City Code (PCC) 30.01.085 does not extend to the notification requirements of that same section of City Code. When applying an exemption, Landlord must still:

1. provide not less than 90 days written notice of each Termination Notice as described in PCC 30.01.085;
2. provide not less than 90 days' written notice of each Notice of Increase in Rent as described in PCC 30.01.085; and
3. comply with *all* other applicable local, state or federal law, including those which may further restrict rent increases and terminations without a tenant-based cause.

Unless otherwise specified in the Administrative Rules, the Landlord is advised to notify the Tenant of their claim of exemption in writing as soon as practicable, preferably before entering into a Rental Agreement for Tenant. There is no required form, template or style to use to notify the Tenant of the Landlord's claim of Exemption 1, 2, 8, 9, or 10. **A Landlord who so chooses may use a copy of this document for that purpose.**

Although a Landlord will not receive, and does not need to provide the Tenant with, an Acknowledgment Letter issued by PHB, they nevertheless must fully comply with all processes and requirements specified in the Administrative Rules and in Portland City Code (PCC) 30.01.085. A Landlord that fails to comply with any of the requirements may be liable to the Tenant for an amount up to 3 times the monthly Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs.



In addition to the requirements discussed above, the following processes and requirements apply to Exemptions 1, 2, 8, 9 and 10

Exemption 1: Rental Agreement for week-to-week tenancies.

There is no specified process or requirements for Exemption 1.

Exemption 2: Tenants that occupy the same Dwelling Unit as the Landlord.

Process: If the Landlord decides to move in after execution of the Rental Agreement, the Landlord must provide a written notice to the of the applicability of this exemption and a description of the Tenant's Right and Obligations prior to the Landlord moving into the Dwelling Unit.

Requirements: This exemption is effective so long as the Landlord of the Dwelling Unit uses the exempted Dwelling Unit as their Principal Residence for the 6 months prior to a Triggering Event.

Exemption 8: A Dwelling Unit regulated or certified as affordable housing by federal, state or local government is exempt from paying Relocation Assistance for a Rent increase of 10 percent or more within a rolling 12-month period:

- a. So long as such increase does not increase a Tenant's portion of the Rent payment by 10 percent or more within a rolling 12-month period; or in Lease Agreements where the Rent or eligibility is periodically calculated based on the Tenant's income or other program eligibility requirements and a Rent increase is necessary due to program eligibility requirements or a change in the Tenant's income.
- b. This exemption by Subsection 30.01.085(I)(8) does not apply to private market-rate Dwelling Units with a Tenant who is the recipient of a federal, state, or local government voucher;
- c. This exemption by Subsection 30.01.085(I)(8) applies to Rent increases and ***does not apply to Termination Notices.***

Exemption 9: A Dwelling Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

There is no specified process or requirements for Exemption 9.

Exemption 10: A Dwelling Unit rendered immediately uninhabitable not due to the action or inaction of a Landlord or Tenant.

Requirements: Dwelling Units rendered immediately uninhabitable due to events including, but not limited to: natural (such as flood or fire) and man-made disasters (such as natural gas explosions) qualify under this exemption.



IMPORTANT: A Tenant can challenge a Landlord's claim of exemption from the obligation to pay city Relocation Assistance. PCC 30.01.085 (J) provides that any Tenant claiming to be aggrieved by a Landlord's noncompliance with any provision of that section of City Code has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate. This means that a Tenant who believes a Landlord has falsely or erroneously claimed Exemption 1, 2, 8, 9 or 10 may take legal action against the Landlord.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303
TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译

Письменный или устный перевод | 翻訳または通訳 | Traducere sau Interpretare

번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda

الترجمة التحريرية والشفوية | ການແປພາສາ ຫຼື ການອະທິບາຍ